

## **Exhibit 1**

**King of New York Event Property Partnership Agreement**

This PARTNERSHIP AGREEMENT is made on April 12, 2007 between Luis Perez and Daniel Parks/baby bean productions, llc.

The parties hereby agree to an event property partnership for the event property under the name of KING OF NEW YORK. The partnership shall begin on August 2005, will include all rights beginning with the creation of the event in 1995, and shall continue until terminated as herein provided.

Event property ownership is held by each individual equally. The net profits of the partnership shall be divided equally between the partners and the net losses shall be borne equally by them. If it becomes necessary for out of pocket event pre-planning expenses to be incurred, it is understood that these expenses shall be contributed by Daniel Parks and that income generated for the event will be first used to compensate Daniel Parks' prior outlay of expenses.

The partners shall have equal rights in the management of the partnership business. Without the consent of the other partner neither partner shall on behalf of the partnership purchase or contract to purchase, or sell or contract to sell any property for or of the partnership other than the type of property bought and sold in the regular course of its business. Though King of New York Trademark ownership is technically held by, and primary event property management is conducted by Baby Bean Productions, LLC, this document is intended to provide proof of equal ownership and equity rights by and of both parties to the King of New York trade name and event property.

Upon the death of either partner, the surviving partner shall have the right to purchase the interest of the decedent in the partnership. If the surviving partner elects to purchase the decedent's interest, he shall serve notice in writing of such election, within three months after the death of the decedent, upon the executor or administrator of the decedent, or, if at the time of such election no legal representative has been appointed, upon any one of the known legal heirs of the decedent at the last-known address of such heir. If the surviving partner elects to purchase the interest of the decedent in the partnership, the purchase price shall be equal to the event's market value as at the date of his death. No allowance shall be made for goodwill, trade name, patents, or other intangible assets, except as those assets have been reflected on the partnership books immediately prior to the decedent's death; but the survivor shall nevertheless be entitled to use the trade name of the partnership.

Executed this 12th day of April, 2007 in Stroudsburg  
[city], Pennsylvania [state].



Luis Perez



Daniel Parks

## **Exhibit 2**

**SONNABENDLAW**

**Jeffrey Sonnabend**

Attorney at Law

600 Prospect Avenue

Brooklyn, NY 11215

718.832.8810

[JSonnabend@SonnabendLaw.com](mailto:JSonnabend@SonnabendLaw.com)

May 2, 2008

Via Email

Mr. Adam M. Cohen  
Kane Kessler, P.C.  
1350 Avenue of the Americas  
New York, NY 10019

Re: Baby Bean Productions, LLC v. DC Shoes, Inc. 07-cv-03616

Dear Adam:

We spoke at length yesterday about the stipulated protective order in the above referenced case. During our conversation, we discussed Defendant's desire for a "two tiered" designation scheme under the stipulated protective order. I indicated to you that Plaintiff would agree to such a scheme, provided that Defendant treated all documents previously produced by Plaintiff which have been marked "confidential" as "highly confidential" under the proposed stipulated protective order.

I also understand from our conversation of yesterday that you believe some "confidential" documents produced by Plaintiff may have been shown to non-attorney individuals within Defendant's organization. This is, of course, of great concern to Plaintiff.

Before Plaintiff will execute the proposed stipulated protective order, please:

1. Confirm that Defendant agrees to treat as "highly confidential" under the stipulated protective order all documents previously produced by Plaintiff which have been marked "confidential"; and
2. Provide identities of any non-attorney individuals within Defendant's organization who have been shown any of Plaintiff's "confidential" documents, including the identity of the documents shown to these individuals.

I trust you will agree the foregoing requests are reasonable and will not object to them.

Mr. Adam M. Cohen  
May 2, 2008  
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Finally, during our conversation we discussed adding by stipulation Danny Parks and Louis Perez as additional plaintiffs. Please confirm that Plaintiff will agree to this proposal.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jeffrey Sonnabend", with a stylized, cursive script.

Jeffrey Sonnabend

**KANE KESSLER, P.C.**

THOMAS A. KANE (1928-1977)  
SIDNEY S. KESSLER (1938-1986)

DARREN S. BERGER†  
ADAM M. COHEN  
STEVEN E. COHEN  
JEFFREY H. DAICHMAN  
ERIC P. GONCHAR  
ARIS HAIGIAN  
MITCHELL D. HOLLANDER†  
S. REID KAHN\*\*  
ROBERT L. LAWRENCE  
RONALD L. NURNBERG†  
ARTHUR M. ROSENBERG†  
DAVID R. ROTHFELD  
JUDITH A. STOLL  
DANA M. SUSMAN†  
JEFFREY S. TULLMAN

JOSEPH NURNBERG (RETIRED)

ALSO ADMITTED  
FLA. BAR\*  
N.J. BAR†  
N.J. AND D.C. BAR\*\*

1350 AVENUE OF THE AMERICAS  
NEW YORK, NEW YORK 10019-4896  
(212) 541-6222  
FAX: (212) 245-3009  
WWW.KANEKESSLER.COM

NEW JERSEY OFFICE  
CONTINENTAL PLAZA  
433 HACKENSACK AVENUE  
HACKENSACK, N. J. 07601-6319  
(201) 487-2828  
FAX: (201) 487-3776

WRITER'S DIRECT NUMBER

(212) 519-5146  
acohen@kanekessler.com

May 5, 2008

STEPHEN STEINBRECHER  
SENIOR COUNSEL

PETER R. HERMAN  
ROBERT KOLODNEY  
ROBERT L. SACKS  
BRUCE M. SCHLOSS  
PAUL E. SZABO\*\*  
COUNSEL

MICHAEL A. ZIMMERMAN  
OF COUNSEL

GARY E. CONSTABLE†  
LAUREN M.K. DAYTON  
PIERRE E. DEBBAS  
NIKI J. FRANZITTA  
ARI M. GAMSS  
BRENDAN P. McFEELY  
ETHAN O. NOTKIN  
GARY E. OSTROFF  
GILLIAN OVERLAND†  
TORAL PATEL  
MICHAEL J. ROMER  
ADAM E. SCHWARTZ†  
LOIS M. TRAUB  
JOSEPH J. VENTIMIGLIA  
JONATHAN A. ZALKIN

ADMITTED ONLY IN OHIO\*\*

**Via Email and First Class Mail**

Jeffrey Sonnabend, Esq.  
Sonnabend Law  
600 Prospect Avenue  
Brooklyn, NY 11215-6012

Re: Baby Bean Productions, LLC adv. DC Shoes Inc.  
07-CV-03616 (S.D.N.Y.)

Dear Jeffrey:

I have confirmed with our client that no documents produced by plaintiff in this litigation have been circulated to any non-lawyers. For the record, there was never any agreement to treat as "highly confidential attorneys eyes only" all documents produced by plaintiff. Your "Confidential" designation certainly does not necessarily mean "highly confidential attorneys eyes only". Nonetheless, although we do not believe that all documents produced by plaintiff to date are "highly confidential" and reserve the right to challenge such designation with respect to particular documents, as a courtesy to you we are willing to deem, as of today, all documents produced by plaintiff thus far as designated "highly confidential for attorneys only" under the terms of the Stipulation and Protective Order (the "Protective Order"). With respect to such documents, we will treat all such documents as highly confidential attorneys eyes only under the Protective Order unless and until we come to further mutual agreement to the contrary and/or we challenge such designation pursuant to the procedures set forth in the Protective Order.

It is our understanding that you will now sign the Protective Order and return it to us.

KANE KESSLER, P.C.

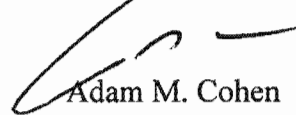
Jeffrey Sonnabend, Esq.

March 5, 2008

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Defendant will consent to joining Danny Parks and Louis Perez individually as additional plaintiffs in this action. For the sake of accuracy, we suggest you name as party plaintiffs Danny Parks and Louis Perez individually and on behalf of the partnership they have formed.

Sincerely,

A handwritten signature in black ink, appearing to be 'Adam M. Cohen', with a long horizontal stroke extending to the right.

AMC/ja

cc: DC Shoes, Inc.